

DEC 17 2019 AC

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CLERK, U.S. DISTRICT COURT

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2 UNITED STATES DISTRICT COURT
DISTRICT OF

3 NOAH A TAJLILI

4 Plaintiff(s),

5 v.

6 MARTY SARIM, (CEO)

ERC

Defendant(s).

1:19-cv-08260

Judge Virginia M. Kendall
Magistrate Jeffrey Cummings9 CIVIL COMPLAINT10 A. JURISDICTION

11 1. This Court has Federal jurisdiction over this action pursuant to 28 U.S.C. § 1332

12 because Defendant violated the Fair Debt Collections Practices Act("FDCPA") because:

13 a) The plaintiff is an individual residing in and a citizen of the

14 state of ILLINOIS;

15 b) The defendant is a corporation organized and existing under the laws of the

16 State of FLORIDA with its principle place of business in17 JACKSONVILLE, FLORIDA.

18 c) There is a complete diversity of citizenship between plaintiff and the

19 defendant.

20 B. DEFINITIONS21 2. The plaintiff, NOAH A TAJLILI is a "consumer" and is defined by 15 U.S.C. §
22 1692(a)(3), as "any natural person obligated or allegedly obligated to pay any debt."23 3. The defendant, ERC is a "debt collector" and is defined by 15

1 U.S.C. § 1692(a)(6), as "any person who used instrumentality of interstate commerce or
2 the mails in any business, the principle purpose of which is the collection of any debts, or
3 who regularly collects or attempts to collect directly or indirectly any debts owed or due
4 or asserted to be owed or due another."

5 **C. STATEMENT OF THE CASE**

6 4. On DECEMBER 7TH, 2018, the plaintiff obtained a copy of his consumer report
7 from Equifax Information Services, Experian Information Solutions, and Trans Union
8 Corporation which revealed that ERC ("defendant") had placed an
9 entry on plaintiffs consumer report which communicated that the plaintiff allegedly had
10 an account in default with the defendant in the amount of \$ 2,490 by assignment
11 from AT T MOBILITY dated FEB. 2018. See Exhibit B.

12 5. On October 15th, 2019, the defendant took receipt of plaintiffs
13 "Notice Of Relief", requesting the defendant validate the alleged debt pursuant to the
14 Fair Debt Collection Practices Act("FDCPA"), 15 U.S.C. § 1692g(a) and 1692g(b),
15 through certified mail receipt which is numbered 7016 2710 0000 9487 7957
16 and attached as Exhibit A. It should be noted that the defendant refused to respond to
17 plaintiffs validation request.

18 **D. CLAIM ONE**

19 6. The plaintiff asserts that the defendant violated section 15 U.S.C. § 1692e(2)(A) of the
20 Fair Debt Collection Practices Act when the defendant reported to Equifax Information
21 Services, Experian Information Solutions, and Trans Union Corporation that the plaintiff
22 is in default with the defendant in the amount of \$ 2,490 through assignment
23 from AT T MOBILITY. See Exhibit B.

1 7. Snyder v. Gordon, 2012 U.S. Dist LEXIS 120659, (9th Cir.) which states, "The
2 FDCPA prohibits the false representation of the "character, amount, or legal status" of
3 any debt § 1692e(2)(A). A misstatement of a debt need not be knowing or intentional to
4 create liability under this section. Clark, 460 F.3d at 1176."

5 8. The defendant intended to manipulate the plaintiff by falsely representing that the
6 alleged debt which is a violation of the Fair Debt Collection Practices Act. This
7 constitutes a violation of the "Act" as a matter of law.

8 9. The plaintiff hereby seeks statutory damages in the amount of \$1,000.00 for the
9 defendants violation of 15 U.S.C. § 1692e(2)(A) of the ("FDCPA").

10 **E. CLAIM TWO**

11 10. The plaintiff asserts that defendant violated section 15 U.S.C. § 1692e(8) of the
12 Fair Debt Collection Practices Act when the defendant communicated false information
13 concerning the alleged debt that the plaintiff never owed to the defendant, nor had the
14 alleged debt been assigned to the defendant. The defendant communicated to Equifax
15 Information Services, Experian Information Solutions, and Trans Union Corporation
16 false information, stating that the defendant had been assigned to collect said debt from
17 the plaintiff, and the plaintiff was in default for \$2,490 to the defendant.

18 **See Exhibit B.**

19 11. Nelson v. Equifax Information Services, LLC, 522 F. Supp. 2d 1222 (9th Cir. 2007)
20 states, "in order to sustain a section 1692e(8) claim, a party must show that a debt
21 collector communicated or threatened to communicate credit information which they
22 knew or should have known was false, including failing to communicate that debt was
23 disputed." _____ ERC _____ never had a valid assignment authorizing

1 them to pursue and report to credit bureaus the alleged debts associated with the plaintiff.

2 12. Plaintiff hereby seeks statutory damages in the amount of \$1,000.00 for the
3 defendants violation of 15 U.S.C. § 1692e(8) of the ("FDCPA").

4 **F. CLAIM THREE**

5 13. Plaintiff asserts that defendant violated section 15 U.S.C. § 1692C(10) of the Fair
6 Debt Collection Practices Act when the defendant used false and deceptive means to
7 attempt to collect a debt from the plaintiff. By communicating false information, the
8 defendant attempted to gain an advantage of an unsophisticated consumer through false
9 misrepresentation.

10 14. Heathmen v. Portfolio Recovery Assoc., LLC, U.S. Dist. LEXIS 27057 (9th Cir.
11 2013) states, "A debt collector violates section 1692e(10) if it 'use[s]...a false
12 representation or deceptive means to collect or attempt to collect any debt or to obtain
13 information concerning a consumer ('a debt collectors representation that a debt is owed
14 to it when in fact is not, amounts to a misrepresentation barred by the ("FDCPA")."

15 15. Plaintiff hereby seeks statutory damages in the amount of \$1,000.00 for the
16 defendants violation of 15 U.S.C. § 1692e(10) of the ("FDCPA").

17 **G. CLAIM FOUR**

18 16. Plaintiff asserts that defendant violated section 15 U.S.C. § 1692e(12) of the Fair
19 Debt Collection Practices Act when the defendant communicated the false representation
20 that the alleged account was turned over to ERC for value to
21 Equifax Information Services, Experian Information Solutions, and Trans Union
22 Corporation. See Exhibit B. The defendant never received assignment to pursue or
23 report to credit bureaus alleged debts associated with the plaintiff.

1 17. Fortunato v. Hop Law Firm, LLC, U.S. Dist. LEXIS 152712 (9th Cir. 2012) states,
2 "Section 1692e(12) prohibits "The false representation or implication that accounts have
3 been turned over to innocent purchasers for value", when determining whether a
4 misrepresentation in a debt collection has been made, the court must apply the "least
5 sophisticated debtor" standard and make a determination as to whether the debt would be
6 "deceived or misled by the misrepresentation", quoting Wade v. Reg'l Credit Ass'n, 87
7 F. 3d 1098, 1098-100 (9th Cir. 2006).

8 18. The plaintiff hereby seeks statutory damages in the amount of \$1,000.00 for the
9 defendants violation of 15 U.S.C. § 1692e(12) of the ("FDCPA").

10 **H. CLAIM FIVE**

11 19. Plaintiff asserts defendant violated section 15 U.S.C. § 1692f(1) of the Fair Debt
12 Collection Practices Act when the defendant unconscionable means to attempt to collect
13 an alleged debt by reporting to Equifax Information Services, Experian Information
14 Solutions, and Trans Union Corporation that ERC obtained legal
15 permission, documented by a valid assignment that the plaintiff was now in default with
16 a debt owed to the defendant with the attempt to force the plaintiff to pay
17 the \$2,490.00 allegedly owed.

18 20. Sukiasyan v. OCS Recovery Inc., U.S. Dist. LEXIS 29877 (9th Cir. 2013) states,
19 "a debt collector may not use unfair or unconscionable means to collect or attempt to
20 collect any debt. Without limiting the general application of the foregoing, the following
21 conduct is a violation of this section: (1) The collection of any amount (including any
22 interest, fee, charge, or expense incidental to the principle obligation) unless such amount
23 is expressly authorized by the agreement creating the debt or permitted by law."

1 Minus the agreement to collect on the attempted debt, the defendant is in direct violation
2 of this section.

3 21. Plaintiff hereby seeks statutory damages in the amount of \$1,000.00 for the
4 defendants violation of 15 U.S.C. § 1692f(1) of the ("FDCPA").

5 **I. CLAIM SIX**

6 22. The plaintiff asserts that defendant violated section 15 U.S.C. § 1692g(b) of the
7 Fair Debt Collection Practices Act when defendant refused to respond to plaintiffs
8 validation request. The defendant took receipt of plaintiffs "Notice of Administrative
9 Remedy" and requested that the defendant provide the original creditors name, address,
10 and verification of the alleged assignment or documents that gives ERC
11 the legal right to pursue and report to credit bureaus the alleged debts associated with the
12 plaintiff. The defendant took receipt of plaintiffs request for validation through certified
13 mail receipt # 7016 2710 0000 9487 7957, which is attached as **Exhibit A**.

14 23. *Danaher v. Northstar Location Servs.*, U.S. Dist. LEXIS 77606 (9th Cir. 2013) states,
15 "If the consumer notifies the debt collector in writing within the thirty-day period
16 described in subsection (a) of this section that the debt, or any portion thereof is disputed,
17 or that the consumer requests the name and address of the original creditor, the debt
18 collector shall cease collection of the debt, or any disputed portion thereof, until the debt
19 collector obtains verification or judgment, or name and address of the original creditor, is
20 mailed to the consumer by the debt collector." By ERC
21 refusing to communicate with the plaintiff regarding the original creditor and the alleged
22 assignment or documents that granted the defendant the right to report to the credit
23 reporting agencies that the defendant legally obtained the alleged debt. The defendant is

1 in violation of section 1692g(b).

2 24. The plaintiff hereby seeks statutory damages in the amount of \$1,000.00 for the
3 defendants violation of 15 U.S.C. § 1692f(1) of the ("FDCPA").

4 **J. CLAIM SEVEN**

5 25. The plaintiff asserts that the defendant violated section 623 of the Fair Debt
6 Collection Practices Act("FDCPA") when they failed to report a disputed debt to the
7 credit bureaus. The defendant was notified that the plaintiff disputed the alleged debt
8 when defendant took receipt of the "Notice Of Relief" on October 15th, 2019

9 Therefore, the defendant is in direct violation of section 623 of the ("FDCPA").

10 **See Exhibit A.**

11 26. Plaintiff hereby seeks statutory damages in the amount of \$1,000.00 for the
12 defendants violation section 623 of the ("FDCPA").

13 **K. CLAIM EIGHT**

14 27. Plaintiff asserts that defendant violated section 807(8) of the Fair Debt
15 Collection Practices Act("FDCPA") when they failed to report a disputed debt to the
16 credit bureaus. The defendant was notified that the plaintiff disputed the alleged debt
17 when defendant took receipt of the "Notice Of Relief" on October 15th, 2019

18 Therefore, the defendant is in direct violation of section 623 of the ("FDCPA").

19 **Exhibit B.**

20 28. Plaintiff hereby seeks statutory damages in the amount of \$1,000.00 for the
21 defendants violation section 623 of the ("FDCPA").

22 **L. CLAIM NINE**

23 29. The plaintiff asserts that the defendant violated section 605(c) of the Fair Debt

1 Collection Practices Act("FDCPA") when they "Re-Aged" the alleged account by
2 reporting the date of the last activity instead of the date of the first delinquencies. The
3 defendant "Re-Aged" the alleged account in hopes of circumventing the Statute Of
4 Limitation Laws set forth in which an alleged account can be collected. The defendant is
5 in direct violation of section 605(c) of the ("FDCPA").

6 **Exhibit A.**

7 30. Plaintiff hereby seeks statutory damages in the amount of \$1,000.00 for the
8 defendants violation section 605(c) of the ("FDCPA").

9 **M. CLAIM TEN**

10 31. Plaintiff asserts that the defendant violated section 811(a)(2) of the Fair Debt
11 Collection Practices Act("FDCPA"). According to section 811(a)(2) of the
12 ("FDCPA"), a collector must be in the county in which the alleged debtor lives when the
13 alleged debtor signed for the debt. The defendant does not live or reside in the county
14 which the plaintiff lives and resides. Therefore, the defendant is in direct violation of
15 section 811(a)(2) of the ("FDCPA").

16 32. Plaintiff hereby seeks statutory damages in the amount of \$1,000.00 for the
17 defendants violation section 811(a)(2) of the ("FDCPA").

18 **N. CLAIM ELEVEN**

19 33. The plaintiff asserts that the defendant violated section 806 of the Fair Debt
20 Collection Practices Act("FDCPA") which states that the collection agencies cannot
21 use any kind of harassment or abuse to collect an alleged debt. The defendant
22 persistently harassed the plaintiff by continuously reporting erroneous, derogatory,
23 and inaccurate information on the plaintiffs consumer reports. Therefore the defendant

1 is in direct violation of section 806 of the ("FDCPA").

2 34. Plaintiff hereby seeks statutory damages in the amount of \$1,000.00 for the
3 defendants violation section 806 of the ("FDCPA").

4 **O. CLAIM TWELVE**

5 35. Plaintiff asserts that the defendant violated section 809(b) of the Fair Debt
6 Collection Practices Act("FDCPA") per the Federal Trades Commission("FTC") opinion
7 letter Cass from LeFevre, when they did not validate the alleged debt and still continued
8 to report this invalidated alleged debt to the credit bureaus. The defendant is in direct
9 violation of section 809(b) of the ("FDCPA").

10 36. Plaintiff hereby seeks statutory damages in the amount of \$1,000.00 for the
11 defendants violation section 809(b) of the ("FDCPA").

12 **P. DAMAGES**

13 37. 15 U.S.C. § 1692k - Civil Liability - (a) Amount of Damages - Except as otherwise
14 prohibited by this section, any debt collector who fails to comply with any provision of
15 this title [15 USCS §§ et seq] with respect to any person is liable to such a person in an
16 amount equal to the sum of:

17 (2)(A) in the case of any action by an individual, such additional damages as the court
18 may allow, but not exceeding \$1,000.00, per violation.

19 **Q. REQUESTED RELIEF**

20 **CLAIM ONE:**

21 A violation of 15 U.S.C. § 1692(2)(A) of the ("FDCPA") is \$1,000.00
22 for the false representation of debt reported to Equifax Information Services, Experian
23 Information Solutions, and Trans Union Corporation.

1 Information Solutions, and Trans Union Corporation.

2 **TOTAL DAMAGES: + \$3,000.00**

3 **CLAIM TEN:**

4 A violation of section 811(a)(2) of the ("FDCPA") is \$1,000.00
5 for the defendant not living or residing in the county in which plaintiff lives and resides
6 when alleged debtor signed the debt and reporting it to the three consumer reporting
7 agencies: Equifax Information Services, Experian Information Solutions, and Trans
8 Union Corporation.

9 **TOTAL DAMAGES: + \$3,000.00**

10 **CLAIM ELEVEN:**

11 A violation of section 806 of the ("FDCPA") is \$1,000.00
12 for harrasment and abuse to plaintiff by continuously reporting erroneous, derogatory,
13 and inaccurate information to the three consumer reporting agencies: Equifax Information
14 Services, Experian Information Solutions, and Trans Union Corporation.

15 **TOTAL DAMAGES: + \$3,000.00**

16 **CLAIM TWELVE:**

17 A violation of section 809(b) of the ("FDCPA") is \$1,000.00
18 for failing to validate the alleged debt and harrasment and continued to report to the
19 three consumer reporting agencies: Equifax Information Services, Experian Information
20 Solutions, and Trans Union Corporation.

21 **TOTAL DAMAGES: + \$3,000.00**

22 38. The total amount of damages requested by the plaintiff is **\$36,400.00.**

23

1 39. The **\$400.00** added is the court cost associated with this action.

2 I NOAH A TAJLILI, hereby declare under penalty of perjury

3 in the state of ILLINOIS, that the information stated above and any

4 attachments to this form is true and correct.

5 DATED: 12/12/19

BY: /s/ [Signature]

6 Name: NOAH A TAJLILI

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Product Tracking & Reporting

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Accounts](#)

October 16, 2019

USPS Tracking Intranet Tracking Number Result

Result for Domestic Tracking Number 7016 2710 0000 9487 7957

Destination and Origin

Destination

ZIP Code	City	State
322567412	JACKSONVILLE	FL

Origin

ZIP Code	City	State
610329998	FREEPORT	IL

Tracking Number Classification

Class/Service

Class/Service: First-Class Certified Mail
Class of Mail Code/Description: FC / First Class

Destination Address Information

Address: 8014 BAYBERRY RD
City: JACKSONVILLE
State: FL
5-Digit ZIP Code: 32256
4-Digit ZIP Code add on: 7412
Delivery Point Code: 14
Record Type Code: Street Record
Delivery Type: Business, Other

Origin / Return / Pickup Address Information

Address:
City:
State:
5-Digit ZIP Code: 61032
4-Digit ZIP Code add on: 9998

Service Delivery Information

Service Performance Date: Expected Delivery by: Thursday, 10/10/2019
Delivery Option Indicator: 1 - Normal Delivery
Zone: 05
PO Box: N
Other Information: [Service Calculation Information](#)

Payment

Payment Type: Other Postage
Payment Account Number: 000000000000
Postage: \$0.70
Weight: 0 lb(s) 2 oz(s)
Rate Indicator: Single Piece - Letters

Agent Information

Extra Services

Extra Services Details

Description	Amount
Certified Mail	\$3.50

Events

USPS Tracking Intranet

Exhibit A.

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Product Tracking & Reporting



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USPS Corporate
Accounts

October 16, 2019

USPS Tracking Intranet

Delivery Signature and Address

Tracking Number: 7016 2710 0000 9487 7957

This item was delivered on 10/16/2019 at 08:22:00

[Return to Tracking Number View](#)

Delivery Section	
Signature	ERC Correspondence
Id	Tessa Sampson
Address	8014 Bayberry Rd

Enter up to 35 items separated by commas.

Select Search Type: Product Tracking & Reporting, All Rights Reserved
Version: 20.1.1.0.6

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com	
JACKSONVILLE, FL 32256	
Certified Mail Fee	\$3.50
Extra Services & Fees (check box, add fee)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.70
Total Postage and Fees	\$4.20
Sent To	Marty Sarim (ceo)
Street and Apt. No., or PO Box No.	8014 Bayberry Rd
City, State, ZIP+4®	Jacksonville, FL 32256
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

<https://pts-2.usps.gov/pts2-web/tcIntranetTrackingNumResponse/deliverySignatureAndA...> 10/16/2019

Exhibit B.

NOAH ASSAD TAJLILI | Report # 0211-4824-15 for 12/07/18

Your accounts that may be considered negative (continued)

Account History * (AB = Account Balance, DPR = Date Payment Received, SPA = Scheduled Payment Amount, AAP = Actual Amount Paid)

	Oct18	Sep18	Aug18	Jul18	Jun18	May18	Apr18	Mar18	Feb18	Jan18	Dec17	Nov17	Oct17	Sep17	Aug17
AB (\$)	2,668	2,668	2,668	2,668	2,668	2,668	2,668	2,668	2,668	2,668	2,668	2,668	2,668	2,668	2,668
DPR	Nov29	Nov29	Nov29	Nov29	Nov29	Nov29	Nov29	Nov29	Nov29	Nov29	Nov29	Nov29	Nov29	Nov29	Nov29
SPA (\$)	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
AAP (\$)	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND

	Jul17	Jun17	May17	Apr17	Mar17	Feb17	Jan17	Dec16
AB (\$)	2,668	2,668	2,668	2,668	2,668	2,668	2,668	2,668
DPR	Nov29	Nov29	Nov29	Nov29	Nov29	Nov29	Nov29	Nov29
SPA (\$)	ND	ND	ND	ND	ND	ND	ND	ND
AAP (\$)	ND	ND	ND	ND	ND	ND	ND	ND

Between Dec 2016 and Oct 2018, your credit limit/high balance was \$2,500

ERC Partial account # 186864412

PO BOX 57547, JACKSONVILLE, FL 32241 or (800) 496 8941

Date opened	First reported	Recent balance	Payment history
Dec 2017	Feb 2018	\$2,490 as of Nov 2018	
Address ID #	Terms	Status	Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec
0127685755	1 Months	Collection account.	2018
Original creditor	Monthly payment	\$2,490 past due as of Nov 2018.	
AT T MOBILITY	Not reported		
Type	Credit limit or original amount	This account is scheduled to continue on record until May 2022.	
Collection	\$2,490	Date of Status	
Responsibility	High balance	Jan 2018	
Individual	Not reported		

Account History * (AB = Account Balance, DPR = Date Payment Received, SPA = Scheduled Payment Amount, AAP = Actual Amount Paid)

	Oct18	Sep18	Aug18	Jul18	Jun18	May18	Apr18	Mar18	Feb18	Feb18
AB (\$)	2,490	2,490	2,490	2,490	2,490	2,490	2,490	2,490	2,490	2,490
DPR	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
SPA (\$)	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
AAP (\$)	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND

The original amount of this account was \$2,490

FEDERAL LOAN SERVICING CREDITPartial
account # 7315187448FD0....

PO BOX 60610, HARRISBURG, PA 17106 or (800) 233 0557

Date opened	First reported	Recent balance	Payment history
May 2015	Jun 2015	\$44,196 as of Oct 2018	
Address ID #	Terms	Status	Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec
0309236974	300 Months	Open.	2018
Type	Monthly payment	By Aug 2024, this account is scheduled to go to a positive status.	2017
Education	\$413		2016
Responsibility	Credit limit or original amount	Date of Status	2015
Individual	\$38,445	May 2018	
	High balance		
	Not reported		

Account History * (AB = Account Balance, DPR = Date Payment Received, SPA = Scheduled Payment Amount, AAP = Actual Amount Paid)

	Sep18	Aug18	Jul18	May18	Apr18	Mar18	Feb18	Jan18	Dec17	Nov17	Oct17	Sep17	Aug17	Jul17	Jun17
AB (\$)	44,011	43,832	43,646	41,530	41,530	41,530	41,530	41,530	41,530	41,530	41,528	41,528	41,528	40,177	40,177
DPR	Sep15	Aug15	Jul15	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
SPA (\$)	413	413	413	413	413	413	413	413	413	413	413	413	413	ND	ND
AAP (\$)	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND

	May17	Apr17	Mar17	Feb17	Jan17	Dec16
AB (\$)	40,177	40,177	40,177	40,177	40,177	40,177
DPR	ND	ND	ND	ND	ND	ND
SPA (\$)	ND	ND	ND	ND	ND	ND
AAP (\$)	ND	ND	ND	ND	ND	ND

The original amount of this account was \$38,445

7294-02-00-0004915-0003-0035622